

GWFF/DOLE SPACE CHARTER
AND SAILING AGREEMENT

FMC AGREEMENT

NO. 011730-002

(2D EDITION)

1st REVISED

TITLE PAGE

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GWFF/DOLE SPACE CHARTER
AND SAILING AGREEMENT
(2D EDITION)

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DEC 28, 2002

LAST RE-PUBLISHED: FIRST EDITION, EFFECTIVE DECEMBER 2, 2000

Table of Contents

	<u>Page</u>
1. Full Name of the Agreement	1
2. Purpose of the Agreement	1
3. Parties to the Agreement	1
4. Geographic Scope of the Agreement	1
5. Overview of Agreement Authority	1
6. Officials of the Agreement and Delegations of Authority	2
7. Duration and Termination of the Agreement	3
8. Force Majeure	3
9. Law; Jurisdiction	3
10. Miscellaneous	3

GWF/DOLE SPACE CHARTER AND SAILING AGREEMENT (2D EDITION)
FMC AGREEMENT NO. 011730-004
2nd REVISED PAGE NO. 1

1. Full Name of the Agreement. The full name of this Agreement is the GWF/Dole Space Charter and Sailing Agreement.

2. Purpose of the Agreement. The purpose of this Agreement is to permit each Party to charter space to the other Party and for the parties to coordinate their sailings and cooperate in other specific respects in the Trade (as defined in Article 4).

3. Parties to the Agreement. The following are the respective names and addresses of the principal offices of the Parties to this Agreement:

<u>Name</u>	<u>Address</u>
Great White Fleet Liner Services Ltd. ("GWF")	250 East Fifth Street Cincinnati, OH 45202
Dole Ocean Cargo Express, Inc. ("Dole")	Suite 203 9000 Regency Street Blvd. Jacksonville, FL 32224

4. Geographic Scope of the Agreement. The geographic scope of this Agreement is the trade (the "Trade"), via any combination of direct, transshipment or intermodal service, between (a) U.S. Atlantic and Gulf ports and U.S. inland and coastal points via such ports and (b) ports in Costa Rica, Guatemala, Honduras and Colombia and inland and coastal points via such ports.

5. Overview of Agreement Authority.

(a) Each Party is authorized to charter space to the other Party in the Trade. The Parties will meet and confer from time to time to determine the amount of such space and the terms and conditions under which such space will be chartered hereunder. The Parties intend that, initially, GWF will charter from Dole slots for 100 forty-foot equivalent units ("FEUs") per week in each direction and, in the initial stages after effectiveness of the Second Edition hereof, Dole will charter from GWF slots for approximately 40 FEUs per week in each direction, provided that neither Party may charter hereunder to the other Party space for more than 250 FEUs per week in either direction.

(b) The parties are authorized to cooperate with each other to schedule vessels in a manner which best promotes the availability of each party's services to its shippers.

(c) The parties are authorized to utilize the same marine terminals and stevedores at those ports at which more than one party provides service, and may jointly negotiate and enter into leases, licenses or assignments of terminal facilities and contracts for stevedoring, terminal or other port or ocean services of supplies for the convenience of the parties or their shippers; provided that nothing herein shall authorize the parties jointly to operate a marine terminal facility in the United States.

(d) The parties may pool, lease or sublease containers and other equipment to each other on such terms and conditions as they may agree.

(e) The parties are authorized to make such other provisions as are necessary or desirable for the effective operation of this Agreement; provided that no such provision requiring filing under Section 5 of the U.S. Shipping Act of 1984 shall become effective unless and until it has been filed and become effective thereunder.

(f) Nothing herein or in any charter of space pursuant hereto shall be construed as a demise or partial demise of any vessel. At all times during any voyage on which cargo, containers or other equipment are carried pursuant to the terms of this Agreement, the Master, his delegates, the officers and crew shall be and remain the employees and or agents of the carrier chartering out the space and not the employees or agents of the carrier chartering in the space.

(g) The maximum number of vessels to be operated hereunder shall be eight vessels, each having a maximum capacity of 1000 FEUs.

6. Officials of the Agreement and Delegations of Authority. Legal counsel for this Agreement and for the parties hereto each shall have the authority, with full power of substitution, on behalf of the parties to file this Agreement with the U.S. Federal Maritime Commission, to execute and file with such Commission any modification to

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PAGE NO. 20

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this Agreement agreed to by the parties, and to execute and submit to such Commission any associated materials in support thereof.

7. Duration and Termination of the Agreement. This Agreement shall become effective as provided in Article 10 and shall continue in effect until terminated; provided, however, that this Agreement may be terminated (a) by either Party (the "Charterer") on thirty days notice to the other Party if there is a change in such other Party's agreed schedule of sailings on which space shall have been chartered to the Charterer hereunder, (b) by either party on three months notice to the other party, or (c) by the written consent of both parties at any time. The U.S. Federal Maritime Commission shall be notified promptly of any such termination of this Agreement.

8. Force Majeure. Neither party will be liable for failure or delay in performance under this Agreement which is due to any cause beyond the reasonable control of such party, including natural disasters, strikes, wars and insurrections, acts of god, major mechanical break down or other causes of "force majeure" which would disrupt normal flow of operations for either party. In such case, either party will notify the affected party expressing the period of time of the total or partial interruption of performance and will exercise its best efforts to minimize damage to the affected party.

9. Law; Jurisdiction. This Agreement will be governed by and construed in accordance with the general maritime laws of the United States and the law of the State of Mississippi without regard to the application of its conflict of laws provisions. Each of the parties hereby irrevocably submits to the exclusive jurisdiction of the Federal District Courts of Mississippi for the purpose of any dispute arising concerning this Agreement or its subject matter, construction or effect.

10. Miscellaneous. Any notice by a party hereunder shall be in writing and sent to each other party at its address set forth in Article 3 (or at such other address as the party shall have specified by notice hereunder). This Agreement may be amended or modified only by a written modification hereof executed on behalf of both parties hereto. Each of this Agreement and any such modification shall become effective on the first date on which it may be lawfully implemented under the U.S. Shipping Act of 1984 and

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OFFICE OF THE SECRETARY
FEDERAL MARITIME COMMISSIONMODIFICATION NO. 4 TO THE
GWF/DOLE SPACE CHARTER AND SAILING AGREEMENT
(FMC NO. 011730)

The undersigned hereby modify the GWF/Dole Space Charter and Sailing Agreement (FMC No. 011730) between Great White Fleet Liner Services Ltd. (formerly named Great White Fleet (US) Ltd.) and Dole Ocean Cargo Express, Inc. by revising Page No. 1 thereof to read as set forth in the attached 2nd Revised Page No. 1.¹

This revision shall become effective upon the effective date of this Modification under the U.S. Shipping Act of 1984.

IN WITNESS WHEREOF, the undersigned have caused this Modification to be executed as of March 5, 2012.

GREAT WHITE FLEET LINER SERVICES LTD.

By Barbara M. HowlandBarbara M. Howland
Vice President and Assistant Secretary

DOLE OCEAN CARGO EXPRESS, INC.

By John Trummel VP/GMJOHN TRUMMEL
VICE PRESIDENT AND
GENERAL MANAGER

¹ Great White Fleet Liner Services Ltd. represents that it is the corporation ("GWF") formerly named Great White Fleet (US) Ltd., that this Modification is intended solely to reflect this change of the corporation's name, and there is no change in GWF's rights or responsibilities under the Agreement as a result of this Modification.